

BYLAWS
OF
WINDROSE AT ZANJERO TRAILS COMMUNITY ASSOCIATION INC.

ARTICLE I
INTRODUCTION

Section 1.1. Association; Name. The name of the corporation is WINDROSE AT ZANJERO TRAILS COMMUNITY ASSOCIATION INC., hereinafter referred to as the "Association." The Association is organized to be a nonprofit corporation.

Section 1.2. Principal Office. The principal office of the Association shall be located in Maricopa County, Arizona, but may have such other offices, either within or outside of Maricopa County, Arizona as determined by the Board of Directors of the Association (the "Board") or as required by the affairs of the Association.

Section 1.3. Declaration. Notwithstanding anything to the contrary in these Bylaws, a number of provisions may be modified by the reservations of the Declarant, SBH Zanjero Trails LP, an Arizona limited partnership ("Declarant") under that certain **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS FOR WINDROSE AT ZANJERO TRAIL**, recorded at Document No. 2016-0683439 in the Official Records of Maricopa County, Arizona (the "Declaration"), including the number, qualification, appointment, removal, and replacement of Directors.

ARTICLE II
DEFINITIONS

Capitalized terms used but not defined in these Bylaws shall have the meaning subscribed to such terms in the Declaration.

ARTICLE III
MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 3.1. Membership. Each Owner of a Lot or Condominium Unit is a mandatory Member of the Association, as more fully set forth in the Declaration.

Section 3.2. Place of Meetings. Meetings of the Association shall be held at the Association's principal office or such other suitable place as designated by the Board, either within the Property or as convenient as possible and practical.

Section 3.3. Annual Meetings. There shall be an annual meeting of the Members of the Association for the purposes of Association-wide elections or votes and for such other Association business at such reasonable place, date and time as set by the Board.

Section 3.4. Special Meetings. Special meetings of Members may be called in accordance with Arizona Revised Statutes § 10-3702, § 10-3705, and § 33-1804 or any successor statute.

Section 3.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President, the Secretary, or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage prepaid. The failure of any Member to receive actual notice of a meeting of the Members does not affect the validity of any action taken at that meeting.

Section 3.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting by a Member shall be deemed a waiver of notice of all business transacted at such meeting unless an objection by a Member on the basis of lack of proper notice is raised before the business is put to a vote.

Section 3.7. Quorum. Except as provided in these Bylaws or in the Declaration, the presence of the Members representing ten percent (10%) of the total votes in the Association shall constitute a quorum at all Association meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Members to leave less than a quorum, provided that Members representing at least ten percent (10%) of the total votes in the Association remain in attendance, and provided that any action taken is approved by at least a Majority of the votes present at such adjourned meeting, unless otherwise provided in the Declaration.

Section 3.8. Conduct of Meetings. The President or any other person appointed by the Board shall preside over all Association meetings, and the Secretary, or the Secretary's designee, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring at the meeting. All Members or any person designated by a Member in writing as the Member's representative so desiring shall be permitted to attend and speak at an appropriate time during the deliberations and proceedings. The Board may place reasonable time restrictions on those persons speaking during the meeting but shall permit a Member or Member's designated representative to speak once after the discussion of a specific agenda item but before any formal action on that item is taken in addition to any other opportunities to speak. The Board shall provide for a reasonable number of persons to speak on each side of an issue. Persons attending may tape record or videotape those portions of the meetings that are open. The Board may adopt reasonable rules governing the taping of open portions of the meetings, but such rules shall not preclude such tape recording or videotaping by those attending.

Section 3.9. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated by reference. Except as otherwise provided in

the Declaration, action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a majority of the total votes present at such meeting in person or proxy or by absentee ballot or electronic voting, if such votes are considered present at the meeting as further set forth herein. Cumulative voting shall not be allowed. The person holding legal title to a Lot shall be entitled to cast the vote allocated to such Lot and not the person merely holding beneficial title to the same unless such right is expressly delegated to the beneficial Owner thereof in writing.

Section 3.10. Methods of Voting: In Person and Proxies. The voting rights of an Owner may be cast or given in person or by proxy at a meeting of the Association. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the member. Votes shall be cast as provided in this section:

(a) In Person. Any Member may attend a meeting and cast the Member's vote(s) in person.

(b) Proxies. Any Member may give a revocable written proxy in the form as prescribed by the Board from time to time and such proxy shall only be granted in favor of another Member, the Association Secretary, the Declarant or such Member's attorney authorizing such person to cast the Member's vote on any matter. A Member's vote by proxy is subject to any limitations of Arizona law relating to the use of general proxies and subject to any specific provision to the contrary in the Declaration or these Bylaws. No proxy shall be valid unless signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than eleven (11) months after the effective date of the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot or Condominium Unit for which it was given.

Section 3.13 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting if the action is approved by written consent by Members holding at least a majority of the voting power. The action shall be evidenced by one or more written consents describing the action taken, signed by a majority of the Members, and delivered to the Association for inclusion in the minutes or filing with the corporate records. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action. The effective date of the action shall be the date prescribed by Arizona Revised Statutes § 10-3704. A Member may revoke his or her consent by delivering a signed revocation of the consent to the President or the Secretary of the Association before the date that the consent or consents are signed by the last member whose signature results in the requisite amount of voting power.

Section 3.14 Action by Written Ballot. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. The written ballot shall: 1) set forth each proposed action; 2) provide an opportunity to vote for or against the proposed action. A proposed action shall be considered approved by written ballot if: 1) the number of ballots cast equals or exceeds the quorum requirement for a meeting, and 2) the number of approvals equals or exceeds the number of votes that would be required to approve the proposed action if such vote was held at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All written ballots must: 1) specify the number of responses needed to satisfy the quorum requirement; 2) state the percentage of approvals needed to approve each matter, other than election of Directors; and 3) specify the time by which a ballot must be returned so as to be counted, which time shall not be less than three (3) days after the date after the ballot

has been delivered by the Association. Ballots shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. Every written ballot shall be revocable and shall automatically cease upon conveyance of the Lot or Condominium Unit for which it was given.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1. Authority; Number of Directors.

(a) The affairs of the Association shall be governed by the Board. The number of Directors shall be fixed by the Board from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Articles. The initial Directors shall serve until their successors are elected and qualified.

(b) In accordance with the Declaration, until expiration or termination of the Declarant Control Period, Declarant will be entitled to appoint and remove all members of the Board.

(c) At the expiration or termination of the Declarant Control Period, the Declarant will thereupon call a meeting of the Members of the Association where the Declarant-appointed Directors will resign and the Members, including Declarant, will elect three (3) new Directors (the "**Member Election Meeting**"), one (1) Director for a three (3) year term, one (1) Director for a two (2) year term, and one (1) Director for a one (1) year term (with the individual receiving the highest number of votes to serve the three (3) year term, the individual receiving the next highest number of votes to serve the two (2) year term, and the individual receiving the third highest number of votes to serve a one (1) year term). Upon expiration of the term of a Director elected by the Members pursuant to this *Section 4.1(c)*, his or her successor will be elected for a term of two (2) years.

(d) A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

(e) Each Director, other than Directors appointed by Declarant, shall be a Member and resident, or in the case of corporate or partnership ownership of a Lot or Condominium Unit, a duly authorized agent or representative of the corporate or partnership Owner. The corporate or partnership Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors.

Section 4.2. Compensation. The Directors shall serve without compensation for such service.

Section 4.3. Nominations to Board of Directors. Members may be nominated for election to the Board in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board a written petition of nomination; or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek reelection in a writing addressed to the Board.

Section 4.4. Vacancies on Board of Directors. At such time as Declarant's right to appoint and remove Directors has expired or been terminated, if the office of any elected Director shall become vacant by reason of death, resignation, or disability, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws. Except with respect to Directors appointed by the Declarant, any Board Member whose term has expired or who has been removed from the Board must be elected by the Members.

Section 4.5. Removal of Directors by Members. Subject to the right of Declarant to nominate and appoint Directors as set forth in *Section 4.1* of these Bylaws, an elected Director may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast in the Association. If a Director breaches such Director's duties hereunder or violates the terms of the Restrictions, such Director may be removed by a majority vote of the remaining Directors.

ARTICLE V MEETINGS OF DIRECTORS

Section 5.1. Regular Meetings. Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 5.3. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than forty-eight (48) hours' notice of the date, time, and place of the meeting to each Director.

Section 5.4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.5. Open Board Meetings. All regular and special Board meetings must be open to all Members of the Association or any person designated by a Member in writing as the Member's representative and all Members or designated representatives so desiring shall be permitted to attend and speak at an appropriate time during the deliberations and proceedings. The Board may place reasonable time restrictions on those persons speaking during the meeting but shall permit a Member or Member's designated representative to speak once after the Board has discussed a specific agenda item but before the Board takes formal action on that item in addition to any other opportunities to speak. The Board shall provide for a reasonable number of persons to speak on each side of an issue. Persons attending may tape record or videotape those portions of the meetings of the Board that are open. The Board may adopt reasonable rules governing the taping of open portions of the meetings of the Board, but such rules shall not preclude such tape recording or videotaping by those attending.

Section 5.5. Executive Session. Notwithstanding the open meeting provisions set forth in Section 5.4. above, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) legal advice from an attorney for the board or the association; provided however, that on final resolution of any matter for which the Board received legal advice or that concerned pending or contemplated litigation, the Board may disclose information about that matter in an open meeting except for matters that are required to remain confidential by the terms of a settlement agreement or judgment; (b) pending or contemplated litigation; (c) personal, health or financial information about an individual member of the Association, an individual employee of the Association or an individual employee of a contractor for the Association, including records of the Association directly related to the personal, health or financial information about an individual Member of the Association, an individual employee of the Association or an individual employee of a contractor for the Association; (d) matters relating to the job performance of, compensation of, health records of or specific complaints against an individual employee of the Association or an individual employee of a contractor of the Association who works under the direction of the Association; and (e) discussion of a Member's appeal of any violation cited or penalty imposed by the Association except on request of the affected member that the meeting be held in an open session.

Section 5.6. Record; Minutes. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

Section 5.7. Meetings after the End of the Declarant Control Period.

(a) Notice. After the end of the Declarant Control Period, notice to Members of meetings of the Board shall be given at least forty-eight (48) hours in advance of a meeting via: (a) newsletter; (b) posting the notice in a conspicuous manner reasonably designed to provide notice to Members; or (c) any other reasonable means as determined by the Board. An affidavit of notice by an officer of the Association shall be considered prima facie evidence that notice of the meeting was given, as prescribed in Arizona Revised Statutes § 33-1804. In the event of emergency, if circumstances require action by the Board before notice of a meeting of the Board can be given, such notice is not required. The failure of any member to receive actual notice of a meeting of the Board does not affect the validity of any action taken at that meeting.

(b) Meeting Requirements. After the end of the Declarant Control Period, the following Board meeting requirements shall apply: (i) the agenda shall be available to all Members attending; (ii) an emergency meeting of the Board may be called to discuss business or take action that cannot be delayed until the next regularly scheduled board meeting, in which case, the minutes of the emergency meeting shall state the reason that the emergency meeting was necessary, and such minutes shall be read and approved at the next regularly scheduled meeting of the Board; (iii) a quorum of the Board may meet by means of a telephonic conference if a speaker phone is available in the meeting room that allows board members and association members to hear all parties speaking during the meeting; and (iv) any quorum of the Board that meets informally to discuss Association business shall be required to comply with the open meeting and notice provisions of Arizona Revised Statutes § 33-1804, without regard to whether the Board votes or takes any action on any matter at that informal meeting.

Section 5.8. Telephone and Electronic Meetings. Any action permitted to be taken by the Board without prior notice to Owners may be taken by telephone conference call or similar audio or video communication equipment or other electronic methods by means of which all persons participating in the meeting can hear each other at the same time. Participation in such a meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 5.9. Consent in Writing. Any action permitted to be taken by the Board by unanimous written consent occurs if all Directors individually or collectively consent in writing to such action. The written consent must describe the action taken, be signed by each Director, and be included in the minutes of Board meetings or filed with the corporate records. Action by written consent has the same force and effect as a unanimous vote of the Directors, and is effective when the last Director signs the consent, unless the consent specifies a different date. Any Director may revoke their consent by delivering a signed revocation of the consent to the President or the Secretary before the date the last Director signs the consent or consents.

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 6.1. Powers. The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Declaration:

- (a) adopt and publish the Community Rules;
- (b) suspend (i) the voting rights of, and (ii) the right of any Member to use the Common Area, during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such voting and use rights may also be suspended by the Board after notice and hearing, for a period not to exceed sixty (60) days, for any period during which an infraction of the Community Documents by such Member exists;
- (c) exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the membership by other provisions of the Community Documents;
- (d) to enter into any contract or agreement with a municipal agency or utility company to provide electric utility service to all or any portion of the Property;
- (e) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;
- (f) employ such employees as they deem necessary, and to prescribe their duties;
- (g) as more fully provided in the Declaration, to:
 - (1) fix the amount of the Assessments against each Lot and/or Condominium Unit in advance of each annual assessment period and any other assessments provided by the Declaration; and

(2) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(h) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

(i) procure and maintain adequate liability and property insurance on all property owned by the Association;

(j) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(k) exercise such other and further powers or duties as provided in the Declaration or by law.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Offices. The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 7.2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 7.3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed or otherwise disqualified to serve.

Section 7.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4.

Section 7.8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President, if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Assistant Secretaries. Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

Section 7.9. Execution of Instruments. Except when the Community Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association, including without limitation checks from the Association's bank account. In the absence of Board designation, and unless otherwise provided herein, the President and the Secretary are the only persons authorized to execute instruments on behalf of the Association.

Section 7.10. Annual Audit. Pursuant to Arizona Revised Statutes § 33-1810, the Board shall provide for an annual financial audit, review, or compilation of the Association. The audit, review, or compilation shall be completed no later than one hundred eighty (180) days after the end of the Association's fiscal year and shall be made available upon request to the Members within thirty (30) days after its compilation.

Section 7.11. Conflicts of Interest. If any contract, decision, or other action for compensation taken by or on behalf of the Board would benefit any member of the Board or any person who is a parent, grandparent, spouse, child, or sibling of a member of the Board or a parent or spouse of any of those persons, that member of the Board shall declare a conflict of interest for that issue. The Member shall declare the conflict in an open meeting for the Board before the Board discusses or takes action on that issue and that Member may then vote on that issue. Any contract entered into in violation of this section is void and unenforceable.

**ARTICLE VIII
OTHER COMMITTEES OF THE BOARD OF DIRECTORS**

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees. Any committee or committees of the Board shall have those rights set for in Arizona Revised Statutes § 10-3825.

**ARTICLE IX
BOOKS AND RECORDS**

Pursuant to Arizona Revised Statutes § 33-1805, the books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Community Documents shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a fee of no more than fifteen cents per day.

**ARTICLE X
ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declaration.

**ARTICLE XI
CORPORATE SEAL**

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

**ARTICLE XII
AMENDMENTS**

Section 12.1. These Bylaws may be amended by: (i) the Declarant until expiration or termination of the Declarant Control Period; or (ii) a majority vote of the Board with the advance written consent of the Declarant until expiration or termination of the Declarant Control Period.

Section 12.2. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIII
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

Pursuant to Arizona Revised Statutes § 10-3851, the Association may indemnify an individual made party to a proceeding because (1) the individual is or was a Director at the time the liability was incurred, if all the following conditions exist: (a) the individual's conduct was in good faith; (b) the individual reasonably believed that (i) in the case of conduct in an official capacity with the Association, that the conduct was in the Association's best interest, and (ii) in all other cases, that the conduct was at

least not opposed to the Association's best interests; and (c) in the case of any criminal proceedings, that the individual had no reasonable cause to believe that the conduct was unlawful, or (2) the Director engaged in conduct for which broader indemnification has been made permissible or obligatory under a provision of the Articles. However, no Director shall be indemnified, (a) in connection with a proceeding by or in the right of the Association in which the Director was adjudged liable to the Association; or b) in connection with a proceeding charging improper personal benefit to the Director, whether or not the charges involve action done in the Director's official capacity, in which the Director was adjudged liable on the basis that personal benefit was improperly received by the Director.

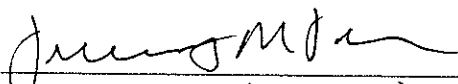
**ARTICLE XIV
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

CERTIFICATE OF ADOPTION

The undersigned President hereby certifies that the foregoing Bylaws were adopted by the Board of Directors of on August 23, 2016.

WINDROSE AT ZANJERO TRAILS COMMUNITY ASSOCIATION INC.

By: 
JEREMY JOHNSON, President